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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
SANTA ANA

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Attorneys for Defendant
FedEx Ground Package System, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

AARON RANGEL, as an individual and
on behalf of others similarly situated,

Plaintiff,

vs.

FEDEX GROUND PACKAGE
SYSTEM, INC., a Delaware
Corporation, and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: **SACV13-01718 DOC (JCGx)**

**NOTICE OF REMOVAL OF ACTION
(CLASS ACTION)**

[Filed concurrently with Declaration of
Kiersten Crosby, Declaration of Jason
Norris, Declaration of Ernest W. "Will"
Klatte, Notice of Related Cases,
Corporate Disclosure Statement, and
Certification of Interested Parties]

(Orange County Superior Court Case
No. 30-2013-00678062-CU-OE-CXC)

TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE
CENTRAL DISTRICT OF CALIFORNIA, PLAINTIFF AARON RANGEL, AND
HIS ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Defendant FEDEX GROUND PACKAGE
SYSTEM, INC., pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, hereby removes
the above-captioned matter, which was commenced in the Superior Court of the
State of California, County of Orange, as Case No. 30-2013-00678062, to the
United States District Court for the Central District of California.

CASE No. _____
NOTICE OF REMOVAL OF ACTION
(CLASS ACTION)

1 The specific grounds for removal are as follows:

2 1. Upon information and belief, on September 24, 2013, Plaintiff Aaron
3 Rangel ("Plaintiff") filed an unverified Class Action Complaint for Damages and
4 Injunctive Relief (the "Complaint") in the Superior Court of the State of California,
5 County of Orange, identified as Case No. 30-2013-00678062, *Aaron Rangel, as an*
6 *individual and on behalf of others similarly situated, Plaintiff, v. FedEx Ground*
7 *Package System, Inc., a Delaware Corporation, and DOES 1 through 100,*
8 *inclusive, Defendants.*

9 2. On or after October 1, 2013, Defendant FedEx Ground Package
10 System, Inc. ("FedEx Ground") was served with a copy of the Complaint,
11 Summons, and Civil Case Cover Sheet. A true and correct copy of the Complaint,
12 Summons, and Civil Case Cover Sheet are attached as Exhibits to this Notice of
13 Removal of Action.

14 3. On or about October 23, 2013, attorneys for FedEx Ground met and
15 conferred with Plaintiff's counsel of record regarding an error in Plaintiff's
16 definition of the putative class in the Complaint. Declaration of Jason Norris in
17 Support of Notice of Removal ¶ 2. ("Norris Decl.") Counsel for Plaintiff advised
18 FedEx Ground that the relevant period of employment for the putative class,
19 including all subclasses and alternative subclasses, is not "from September 24, 2013
20 to the present," as alleged in the Complaint at paragraph 19. (*Id.* at ¶ 3.) (Defining
21 the putative class in this manner would exclude Plaintiff from the class.) (Norris
22 Decl. ¶ 2.) Rather, the relevant period is "from September 24, 2009 to the present."
23 (Norris Decl. ¶ 3.) Counsel for Plaintiff confirmed that the stated period of
24 "September 24, 2013 to the present" was a typographical error, and indicated that
25 Plaintiff would promptly file either an amendment to the Complaint or a first
26 amended complaint to cure this error. (Norris Decl. ¶ 3.)

27 ///

28 ///

1 4. As of the date of this removal notice, FedEx Ground has not been
 2 served with an amended pleading by Plaintiff. (Norris Decl. ¶ 4.) Upon information
 3 and belief, no such amended pleading has been filed with the Orange County
 4 Superior Court. (Norris Decl. ¶ 4.)

5 5. FedEx Ground timely filed an Answer to the Complaint immediately
 6 prior to removal on October 31, 2013. A true and correct copy of the Answer to the
 7 Complaint is attached as Exhibit B to this Notice of Removal.

8 6. The Complaint, Summons, Civil Case Cover Sheet, Notice of Case
 9 Assignment, Minute Order, and Answer to the Complaint constitute all process,
 10 pleadings and orders served upon or by Defendant FedEx Ground in the Action, and
 11 no other pleadings have been filed in the Action to the best of Defendant's
 12 knowledge. True and correct copies of the Complaint, Summons and Civil Cover
 13 Sheet are attached as Exhibit A. A true and correct copy of the Answer is attached
 14 as Exhibit B. True and correct copies of the, Notice of Case Assignment and
 15 Minute Order are attached as Exhibit C.

16 **THE FEDERAL COURT'S JURISDICTION AND REMOVABILITY**

17 **PURSUANT TO THE CLASS ACTION FAIRNESS ACT**

18 7. On February 18, 2005, the Class Action Fairness Act of 2005 ("the
 19 Act") was enacted. In relevant part, the Act grants federal district courts original
 20 jurisdiction over civil class action lawsuits filed under federal or state law in which
 21 any member of a class of plaintiffs is a citizen of a state different from any
 22 defendant, and where the matter in controversy exceeds the sum or value of \$5
 23 million, exclusive of interests and costs. 28 U.S.C. § 1332(d)(2). The Act
 24 authorizes removal of such actions in accordance with 28 U.S.C. § 1446. While
 25 there are a number of exceptions to this rule of original jurisdiction contained in
 26 amended 28 U.S.C. §§ 1332(d)(3)-(5), none of them are applicable here.

27 8. This Court has original jurisdiction over this case under 28 U.S.C. §
 28 1332(d) of the Act, in that it is a civil action filed as a class action wherein the

1 matter in controversy exceeds the sum of \$5 million, exclusive of interest and costs,
2 and at least one member (if not all) of the alleged class of plaintiffs is a citizen of a
3 state different from defendant.

4 9. This action was initially brought pursuant to California Code of Civil
5 Procedure section 382 on behalf of a putative class with an aggregate potential
6 membership in excess of 100 individuals.

7 10. Under section 1453(b) of the Act, “a class action may be removed to a
8 district court of the United States in accordance with section 1446 (except that the 1-
9 year limitation under section 1446(b) shall not apply), without regard to whether a
10 defendant is a citizen of the State in which the action is brought, except that such
11 action may be removed by any defendant without the consent of all defendants.”
12 The Act’s diversity requirement is satisfied when at least one plaintiff is a citizen of
13 a state in which none of the defendants are citizens, when one plaintiff is a citizen of
14 a foreign state and one defendant is a U.S. citizen, or when one plaintiff is a U.S.
15 citizen and one defendant is a citizen of a foreign state. 28 U.S.C. §§ 1332(d)(2),
16 1332 (d)(5)(B), 1453(a); *Rodgers v. Cent. Locating Serv.*, 412 F. Supp. 2d 1171,
17 1174-1179 (W.D. Wa. 2006).

18 11. FedEx Ground is informed and believes that Plaintiff was, at the time
19 of the filing of this action, and still is, a resident and citizen of the State of
20 California.

21 12. At the time this action was filed in Orange County Superior Court,
22 FedEx Ground was, and at the time of removal still is, a citizen of states other than
23 California.

24 a. A “corporation shall be deemed to be a citizen of every State and
25 foreign state by which it has been incorporated and of the State or
26 foreign state where it has its principal place of business” 28
27 U.S.C. § 1332 (c)(1) (2012).
28

1 b. For purposes of diversity, a corporation's principal place of business
 2 is "the place where a corporation's officers direct, control, and
 3 coordinate the corporation's activities." *Hertz Corp. v. Friend*, 559
 4 U.S. 77, 92, 130 S. Ct. 1181, 175 L. Ed. 2d 1029 (2010). The
 5 "principal place of business" is the metaphorical "nerve center." *Id.*
 6 at 93. And "it should normally be the place where the corporation
 7 maintains its headquarters—provided that the headquarters is the
 8 actual center of direction, control, and coordination, *i.e.*, the 'nerve
 9 center,' and not simply an office where the corporation holds its
 10 board meetings (for example, attended by directors and officers who
 11 have traveled there for the occasion)." *Id.* at 93. The "nerve center"
 12 is a single place within a State, not the State itself. *Id.*

13 c. FedEx Ground is incorporated in the State of Delaware.
 14 (Declaration of Kiersten Crosby in Support of Notice of Removal of
 15 Action ("Crosby Decl.") ¶ 3.)

16 d. Under the "nerve center" test, FedEx Ground's "principal place of
 17 business" is Moon Township, Pennsylvania. FedEx Ground
 18 maintains its headquarters in Moon Township, Pennsylvania.
 19 (Crosby Decl. ¶ 4.) And it is at the headquarters where FedEx
 20 Ground's officers direct, control, and coordinate the company's
 21 business activities. (Crosby Decl. ¶ 5.) FedEx Ground's Moon
 22 Township headquarters house FedEx Ground's executive and
 23 administrative offices, including its human resources, information
 24 technology, and legal departments. (Crosby Decl. ¶ 6.) FedEx
 25 Ground's senior executives, including the company's chief
 26 executive officer, chief operating officer, chief information officer,
 27 chief financial officer, and general counsel are located at its Moon
 28 Township headquarters. (Crosby Decl. ¶ 7)) Therefore, FedEx

1 Ground's "principal place of business" is Moon Township,
2 Pennsylvania.

3 e. Since FedEx Ground is incorporated in the State of Delaware and its
4 "principal place of business" is Moon Township, Pennsylvania,
5 there is diversity of citizenship between FedEx Ground and
6 Plaintiff, a California resident.

7 13. The Complaint further names Does 1 through 100 as defendants. The
8 citizenship of defendants sued under fictitious names as Doe defendants is
9 disregarded for purposes of removal based on diversity jurisdiction. 28 U.S.C. §
10 1441(b)(1) (2012). Therefore, removal is proper because the court has diversity-of-
11 citizenship jurisdiction. 28 U.S.C. § 1332 (2012).

12 14. Based upon the foregoing, diversity is established because plaintiffs are
13 citizens of California and none of the defendants are citizens of California.

14 15. Removal and Intradistrict Assignment to the Los Angeles (Western)
15 division of this Court is proper because defendant conducts business within the
16 County of Los Angeles and, prior to his termination, Plaintiff worked at FedEx
17 Ground's facility located in Los Angeles County. (Crosby Decl. ¶ 9.)

18 16. The Class Action Fairness Act, 28 U.S.C. § 1332(d) authorizes the
19 removal of class action cases in which, among other factors mentioned above, the
20 amount in controversy for all class members exceeds \$5 million. Although
21 Plaintiff's Complaint is silent as to the total amount of monetary relief sought by
22 plaintiffs, that does not deprive this Court of jurisdiction. *White v. J.C. Penney Life*
23 *Ins. Co.*, 861 F.Supp. 25, 26 (S.D. W.Va. 1994) (defendant may remove suit to a
24 federal court notwithstanding the failure of Plaintiff to plead a specific dollar
25 amount in controversy; if the rules were otherwise, "any Plaintiff could avoid
26 removal simply by declining . . . to place a specific dollar value upon its claim.").

27 17. Under CAFA, Defendant need only establish by a preponderance of the
28 evidence that Plaintiff's claim exceeds the jurisdictional minimum. *Rodriguez v. AT*

1 & *T Mobility Servs. LLC*, 728 F.3d 975, 977 (9th Cir. 2013). “This [preponderance]
 2 burden is not ‘daunting,’ as courts recognize that under this standard a removing
 3 defendant is not obligated to ‘research, state, and prove the plaintiff’s claims for
 4 damages.’” *Schiller v. David’s Bridal, Inc.*, No.10-CV-00616, 2010 U.S. Dist.
 5 LEXIS 81128, *5 (E.D. Cal. July 14, 2010) (quoting *McCraw v. Lyons*, 863 F.Supp.
 6 430, 434 (W.D. Ky. 1994)) (denying plaintiff’s motion to remand).

7 18. In determining whether the minimum jurisdictional amount is met, “a
 8 court must assume that the allegations of the complaint are true and that a jury will
 9 return a verdict for the plaintiff on all claims made in the complaint.” *Korn v. Polo*
 10 *Ralph Lauren Corp.*, 536 F.Supp. 2d 1199, 1205 (E.D. Cal. 2008) (citing *Kenneth*
 11 *Rothschild Trust v. Morgan Stanley Dean Witter*, 199 F. Supp. 2d 993, 1001 (C.D.
 12 Cal. 2002)). In measuring the amount in controversy, “[t]he ultimate inquiry is what
 13 amount is put ‘in controversy’ by the plaintiff’s complaint, not what a defendant will
 14 actually owe.” *Korn*, 536 F. Supp. 2d at 1205 (emphasis in original) (citing *Rippee*
 15 *v. Boston Market Corp.*, 408 F. Supp. 2d 982, 986 (S.D. Cal. 2005)).

16 19. While FedEx Ground denies the validity of Plaintiff’s claims and
 17 requests for relief thereon, the facial allegations in Plaintiff’s Complaint and his
 18 claimed damages are in excess of the jurisdictional minimum. *Luckett v. Delta*
 19 *Airlines, Inc.*, 171 F.d 295, 298 (5th Cir. 1999) (finding that facts presented in notice
 20 of removal, combined with plaintiff’s allegations, sufficient to support finding of
 21 jurisdiction); *DeAguillar v. Boeing Co.*, 47 F.3d 1404, 1412 (5th Cir.1995) (stating
 22 that “defendant can show by a preponderance of the evidence that the amount in
 23 controversy is greater than the jurisdictional amount”); accord *Gaus v. Miles, Inc.*,
 24 980 F.2d 564, 566-67 (9th Cir. 1992); *White v. FCI USA, Inc.*, 319 F.3d 672, 674
 25 (5th Cir. 2003) (facially apparent from the lengthy list of damages, combined with a
 26 claim for attorney’s fees, that plaintiff’s claim exceeded the jurisdictional threshold).
 27 Even where the jurisdictional amount is not facially apparent from the Complaint,
 28 the court may consider facts in the removal petition. *Singer v. State Farm Mut.*

1 *Auto. Ins. Co.*, 116 F.3d 373, 377 (9th Cir. 1997); *see Valdez v. Allstate Ins. Co.*,
2 372 F.3d 1115, 1117 (9th Cir. 2004) (“[T]he amount-in-controversy inquiry in the
3 removal context is not confined to the face of the complaint.”).

4 20. In his Complaint, Plaintiff’s claim that he and the other putative class
5 members working at FedEx Ground were not paid overtime wages, were denied
6 meal breaks, were not paid reporting time, that defendant failed to maintain accurate
7 wage records, and that defendant failed to reimburse plaintiffs for business
8 expenses. (Compl., *passim*). Plaintiff alleges that FedEx Ground engaged in a
9 system of willful violations by creating and maintaining policies and practices that
10 deprived Plaintiff and the putative class members of their vested vacation wages,
11 including but not limited to floating holidays, personal days, flexible days, paid time
12 off. (Compl., ¶4.) Plaintiff further claims, that as a result, he and other putative
13 class members are entitled to, among other things, penalties, compensatory
14 damages, equitable relief, attorneys’ fees and costs. (Compl., *passim*.)

15 21. Virtually all Plaintiff’s claims in the Complaint give rise to statutory
16 penalties. Because the Complaint does not specifically plead an amount in
17 controversy less than \$5,000,000.00, nor does it seek less than the full measure of
18 statutory penalties on behalf of the named plaintiff or the putative class, it is fair, as
19 numerous courts have done, to look to the *maximum* statutory penalty in
20 determining whether the jurisdictional amount in controversy requirement is
21 met. *See Korn*, 536 F. Supp. 2d at 1205-1206; *see also Saulic v. Symantec Corp.*,
22 No. 07-CV-610, 2007 U.S. Dist. LEXIS 96640 (C.D. Cal. Dec. 26, 2007) (holding
23 that where plaintiff had pled that damages could be up to the statutory maximum
24 defendants must simply show that there are at least 5,001 putative class claims in
25 order to meet the jurisdiction requirements of the CAFA); *Romeo v. The Home*
26 *Depot*, No. 06-CV-1505, 2006 U.S. Dist. LEXIS 79881 (S.D. Cal. Oct. 30, 2006)
27 (same).
28

22. Plaintiff seeks, without limitation, all “damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys’ fee[s]...” (Compl. Prayer for Relief ¶11.) Labor Code § 226 provides that the employer must furnish accurate wage statements, and allows for penalties of up to a maximum amount of \$4,000. Here, there are approximately 15,790 nonexempt employees (former and present) who are/were employed in California working at FedEx Ground as Package Handlers¹ at any time between September 24, 2009 through the present. (Crosby Decl. ¶16.) If each past and present employee were awarded \$4,000 in penalties pursuant to Labor Code § 226, as sought in the Complaint, said penalties alone would exceed \$5,000,000. (Id.) Even an award to a smaller class or for fewer penalties would exceed \$5,000,000. (Id.)

23. Moreover Plaintiff further alleges that FedEx Ground engaged in a pattern and practice of failing to pay Plaintiff and the putative class members wages owed at the end of employment pursuant to California Labor Code §§ 201 to 204. (Compl. ¶ 70.) Plaintiff alleges that Plaintiff and the putative class are entitled to continued payment of wages for up to thirty (30) days as a result of the alleged violations pursuant to California Labor Code § 203. (Compl. ¶ 79.) These claims alone exceed \$5,000,000. There were approximately 11,206 Package Handlers that have terminated employment during the period from September 24, 2009 to October 29, 2013. (Crosby Decl. ¶ 17.) Even based upon an average work day of 2 hours and payment of \$8 per hour, the amount in controversy on this claim alone would exceed \$5,000,000. (Crosby Decl. ¶ 18.)

24. In addition to the claims for waiting time wages under Labor Code § 203 and wage statement penalties under Labor Code § 226, each of which by itself satisfies the amount in controversy requirement, Plaintiff also alleges six other

¹ FedEx Ground employs Package Handlers to help facilitate the transportation of packages through its network. Specifically, a Package Handler is typically – although not exclusively – responsible for physical loading, unloading, and/or sorting of packages by hand in a safe and efficient manner. (Crosby Decl. ¶ 10.)

1 claims based upon allegations that FedEx Ground failed to provide meal breaks,
2 failed to provide rest breaks, failed to pay minimum wages, failed to pay overtime
3 wages, and failed to pay vacation wages. (Compl. passim.) While Plaintiff's
4 complaint does not precisely specify the frequency of the alleged violations, it does
5 claim the violations are "systemic." (Compl. ¶ 2.) If the alleged systemic violations
6 equaled or exceeded 40 hours of unpaid wages for each of the approximately 15,790
7 putative class members at even the minimum hourly rate of \$8, damages on these
8 claims would also, by themselves, exceed \$5,000,000.

9 25. In addition to the foregoing, Plaintiff's Complaint also seeks an award
10 of attorneys' fees. It is well-settled that in determining whether a complaint meets
11 the amount in controversy requirement, the Court should consider attorneys' fees.
12 *Bell v. Preferred Life*, 320 U.S. 238 (1943); *Goldberg v. C.P.C. Int'l Inc.*, 678 F.2d
13 1365, 1367 (9th Cir. 1982) (attorneys' fees may be taken into account to determine
14 jurisdictional amounts).

15 26. As required by 28 U.S.C. § 1446(d), the original Notice was filed
16 within 30 days after FedEx Ground was first served with a copy of the Summons
17 and Complaint.

18 27. As required by 28 U.S.C. § 1446(d), FedEx Ground provided notice of
19 this removal to Plaintiff through his attorney of record.

20 28. As required by 28 U.S.C. § 1446(d), a copy of the original Notice of
21 Removal will be filed with the Superior Court of the State of California, for the
22 County of Orange.

23 29. In the event this Court has a question regarding the propriety of this
24 Notice of Removal, FedEx Ground requests that it issue an Order to Show Cause so
25 that it may have an opportunity to more fully brief the basis for this removal.

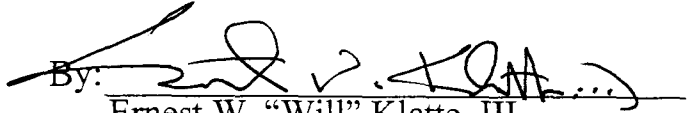
26 WHEREFORE, Defendant FedEx Ground hereby respectfully requests that
27 this action be duly removed from the Superior Court of the State of California,

28 ///

1 County of Orange, to the United States District Court for the Central District of
2 California and that the action proceed therein.

3 Dated: October 31, 2013

Klatte, Budensiek & Young-Agriesti, LLP

4
5 By: 

6 Ernest W. "Will" Klatte, III
7 Attorneys for Defendant
8 FedEx Ground Package System, Inc.
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Exhibit “A”

Exhibit “A”

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Attorneys for Plaintiff Aaron Rangel

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

30-2013-00678062-CU-OE-CXC

AARON RANGEL, as an individual and on
behalf of others similarly situated,

Plaintiff,

v.

FEDEX GROUND PACKAGE SYSTEM,
INC., a Delaware Corporation, and DOES 1
through 100, inclusive,

Defendants.

CLASS ACTION

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF FOR:**

- (1) **FAILURE TO PROVIDE MEAL PERIODS;**
- (2) **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS;**
- (3) **VIOLATION OF LABOR CODE § 227.3 (VACATION);**
- (4) **FAILURE TO PAY MINIMUM WAGES;**
- (5) **FAILURE TO PAY OVERTIME WAGES;**
- (6) **FAILURE TO PAY REPORTING TIME PAY;**
- (7) **VIOLATION OF LABOR CODE § 226 (RECORD KEEPING);**
- (8) **VIOLATION OF LABOR CODE § 203;**
- (9) **UNFAIR BUSINESS PRACTICES (Violation of California Business & Professions Code §17200, et seq.)**

DEMAND FOR JURY TRIAL

HON GAIL A. ANDLER

1

CLASS ACTION COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

1 Plaintiff AARON RANGEL ("Plaintiff") hereby submits this Class Action Complaint
 2 for Damages and Injunctive Relief against Defendant FEDEX GROUND PACKAGE SYSTEM, INC.
 3 and Does 1-100 ("Defendants") on behalf of himself and the Class of others similarly situated current
 4 and former employees of Defendants, as follows:

5 INTRODUCTION

6 1. This class action is within the Court's jurisdiction under California Labor Code
 7 §§ 201-204, 226, 226.7, 227.3, 1194, and the California Business and Professions Code § 17200, *et*
 8 *seq.* (Unfair Competition Law ("UCL")), and the applicable wage order(s) issued by the Industrial
 9 Welfare Commission ("IWC"), including IWC Wage Order No. 9-2001 §§ 3, 4, 7, 11 and 12.

10 2. This complaint challenges systemic illegal employment practices resulting in
 11 violations of the California Labor Code, Business and Professions Code and applicable IWC wage
 12 orders against employees of Defendants.

13 3. Defendants, joint and severally have acted intentionally and with deliberate
 14 indifference and conscious disregard to the rights of all employees in forfeiture of vacation wages
 15 (including, but not limited to, floating holidays, personal days, flexible days, paid time off, 'PTO', and
 16 other paid time off), failure to reimburse for all work related travel mileage expenses, failure to
 17 properly compensate employees for minimum wages for all hours worked, failure to pay all overtime
 18 wages due to incorrect calculation of the regular rate of pay, failure to provide meal and rest breaks,
 19 and failure to provide accurate itemized wage statements.

20 4. Defendants have engaged in, among other things, a system of willful violations
 21 of the California Labor Code, Business and Professions Code and applicable IWC wage orders by
 22 creating and maintaining policies, practices and customs that knowingly deny employees their vested
 23 vacation wages (including, but not limited to, floating holidays, personal days, flexible days, paid time
 24 off, 'PTO,' and other paid time off), reimbursement for all work related expenses, minimum
 25 compensation for all hours worked, overtime compensation at the correct rate, legally-mandated meal
 26 and rest breaks and the corresponding premium pay, and accurate itemized wage statements.

27 5. The policies, practices and customs of Defendants described above and below
 28 have resulted in unjust enrichment of Defendants and an unfair business advantage over businesses

1 that routinely adhere to the strictures of the California Labor Code, Business and Professions Code and
2 applicable IWC wage orders.

3 JURISDICTION AND VENUE

4 6. The Court has jurisdiction over the violations of the California Labor Code §§
5 201-204, 226, 226.7, 227.3, 1194, the UCL, and the applicable wage order(s) issued by the IWC.

6 7. This Court has jurisdiction over this Class Action pursuant to California Code
7 of Civil Procedure § 382 and is consistent with Fed. R. Civ. P. Rules 23(a), (b)(1), (b)(2), and (b)(3).

8 8. Venue is proper because at least one of Defendants does business in and has
9 employees in the State of California and County of Los Angeles.

10 PARTIES

11 9. Plaintiff Aaron Rangel was employed in California, in Los Angeles County, as
12 an hourly non-exempt employee of Defendant as a package handler and loader beginning in July 2007
13 until on or about September 2012. Plaintiff alleges the following facts that form the basis of his
14 claims: (1) Plaintiff and similarly situated employees were not provided and not permitted to take
15 legally-mandated meal breaks and rest breaks, and were not compensated meal period premiums or
16 rest break premiums, (2) Plaintiff and similarly situated employees were not paid all vacation wages,
17 including, but not limited to, floating holidays, personal days, flexible days, paid time off, 'PTO', and
18 other paid time off, in that Plaintiff was not paid for all vacation hours, including, but not limited to,
19 floating holidays, personal days, flexible days, paid time off, 'PTO', and other paid time off, that he
20 had earned and not used at the time his employment ended, (3) Plaintiff and similarly situated
21 employees were not paid all minimum wages and overtime wages for hours worked, including for
22 training and meetings, (4) Plaintiff and similarly situated employees were not paid all overtime hours
23 worked at the correct rate of pay due to the incorrect calculation of the regular rate due to failure to
24 include all bonuses, shift differential pay, and incentive pay and failed to pay all overtime wages owed
25 due to work related travel, (5) Plaintiff and similarly situated employees were not paid their final
26 wages in a timely fashion at the end of his employment, including not paid all wages earned and owed
27 at the end of employment, (6) Plaintiff and similarly situated employees were not given accurate and
28 itemized wage statements for all of the above reasons,. Plaintiff's hourly pay rate was \$13.81 an hour

1 at the end of his employment with Defendants in Los Angeles County, California. Plaintiff Rangel
2 was and is a victim of the policies, practices and customs of Defendants complained of in this action in
3 ways that have deprived him of the rights guaranteed him by California Labor Code §§ 201-204, 226,
4 226.7, 227.3, 1194, the UCL, and the applicable wage order(s) issued by the IWC.

5 10. Plaintiff is informed and believes and based thereon alleges Defendant FedEx
6 Ground Package System, Inc., was and is a Delaware corporation registered with the California
7 Secretary of State and doing business in the State of California. Defendant FedEx Ground Package
8 System, Inc. employed Plaintiff and similarly situated persons in the State of California.

9 11. Plaintiff is informed and believes and thereon alleges that at all times herein
10 mentioned Defendants and DOES 1 through 100, are and were corporations, business entities,
11 individuals, and partnerships, licensed to do business and actually doing business in the State of
12 California.

13 12. Defendants own and operate locations in the State of California including in
14 and/or around Orange County and employ several hundred non-exempt hourly employees such as
15 Plaintiff at any given time in the State of California.

16 13. As such, and based upon all the facts and circumstances incident to Defendants'
17 businesses in California, Defendants are subject to California Labor Code §§ 201-204, 226, 226.7,
18 227.3, 1194, the UCL, and the applicable wage order(s) issued by the IWC.

19 14. Plaintiff does not know the true names or capacities, whether individual, partner
20 or corporate, of the Defendants sued herein as DOES 1 through 100, inclusive, and for that reason,
21 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
22 complaint when the true names and capacities are known. Plaintiff is informed and believes and
23 thereon alleges that each of said fictitious Defendants was responsible in some way for the matters
24 alleged herein and proximately caused Plaintiff and members of the general public and Class to be
25 subject to the illegal employment practices, wrongs and injuries complained of herein.

26 15. At all times herein mentioned, each of said Defendants participated in the doing
27 of the acts hereinafter alleged to have been done by the named Defendants; furthermore, the
28 Defendants, and each of them, were the agents, servants and employees of each of the other

1 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
2 within the course and scope of said agency and employment.

3 16. Plaintiff is informed and believes and based thereon alleges that at all times
4 material hereto, each of the Defendants named herein was the joint employer, agent, employer, alter
5 ego and/or joint venturer of, or working in concert with each of the other Co-Defendants and was
6 acting within the course and scope of such agency, employment, joint venture, or concerted activity.
7 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
8 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
9 Defendants.

10 17. At all times herein mentioned, Defendants, and each of them, were members of,
11 and engaged in, a joint venture, partnership and common enterprise, and acting within the course and
12 scope of, and in pursuance of, said joint venture, partnership and common enterprise.

13 18. At all times herein mentioned, the acts and omissions of various Defendants,
14 and each of them, concurred and contributed to the various acts and omissions of each and all of the
15 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
16 herein mentioned, Defendants, and each of them, ratified each and every act or omission complained
17 of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts
18 and omissions of each and all of the other Defendants in proximately causing the damages as herein
19 alleged.

20 CLASS ACTION ALLEGATIONS

21 19. Definition: The named individual Plaintiff brings this action on behalf of
22 himself and a Class of all current and former employees classified by Defendants as non-exempt from
23 overtime who worked as Package Handlers and Loaders for Defendants in California during the period
24 from September 24, 2013 to the present, including the following Subclasses:

25 (a) all employees classified by Defendants as non-exempt from overtime who worked
26 as Package Handlers and Loaders for Defendants in California and who worked one or more shifts in
27 excess of six (6) hours during the period from September 24, 2013 to the present;

28 As an alternative to Subclass (a):

1 (a)(1) all employees classified by Defendants as non-exempt from overtime who
 2 worked as Package Handlers and Loaders for Defendants in California who worked one or more shifts
 3 in excess of six (6) hours and who were not provided a 30-minute meal break during the period from
 4 September 24, 2013 to the present;

5 (b) all employees classified by Defendants as non-exempt from overtime who worked
 6 as Package Handlers and Loaders for Defendants in California and who worked one or more shifts
 7 equal to or in excess of three and one-half (3.5) hours during the period from September 24, 2013 to
 8 the present;

9 As an alternative to Subclass (b):

10 (b)(1) all employees classified by Defendants as non-exempt from overtime who
 11 worked as Package Handlers and Loaders for Defendants in California who worked one or more shifts
 12 equal to or in excess of three and one-half (3.5) hours and who were not provided a 10-minute rest
 13 break during the period from September 24, 2013 to the present;

14 (c) all employees classified by Defendants as non-exempt from overtime who worked
 15 as Package Handlers and Loaders for Defendants in California and who worked one or more shifts in
 16 excess of eight (8) hours where according to employees' time records or work schedules these shifts in
 17 excess of eight (8) hours crossed over 11:59 pm and 12:00 am during the period from September 24,
 18 2013 to the present;

19 (d) all employees classified by Defendants as non-exempt from overtime who worked
 20 as Package Handlers and Loaders for Defendants in California who, based on Defendant's records,
 21 had accrued and unused vacation time (including vacation equivalent time such as floating holidays,
 22 flexible days, PTO days, and/or personal days) that was forfeited and not paid at time of termination of
 23 employment and whose employment was terminated at any time from September 24, 2013 to the
 24 present;

25 As an alternative to Subclass (e), Plaintiff seeks certification of Subclass (e)(1):

26 (e)(1) all employees classified by Defendants as non-exempt from overtime who
 27 worked as Package Handlers and Loaders for Defendants in California to whom Defendants applied
 28 policies regarding vacation time (including vacation equivalent days such as floating holidays, flexible

1 days, PTO days, and/or personal days) and whose employment was terminated at any time from
2 September 24, 2013 to the present;

3 (f) all employees classified by Defendants as non-exempt from overtime who worked
4 as Package Handlers and Loaders for Defendants in California and who worked more than 8 hours in a
5 workday or 40 hours in a workweek during the period from September 24, 2013 to the present;

6 (g) all employees classified by Defendants as non-exempt from overtime who worked
7 as Package Handlers and Loaders for Defendants in California who worked more than 8 hours in a
8 workday or 40 hours in a workweek and who were paid non-discretionary pay items, including but not
9 limited to non-discretionary bonuses, incentives, or differentials during the period from September 24,
10 2013 to the present;

11 (h) all employees classified by Defendants as non-exempt from overtime who worked
12 as Package Handlers and Loaders for Defendants in California and whose employment was terminated
13 at any time from September 24, 2013 to the present;

14 As an alternative to Subclass (h), Plaintiff seeks certification of Subclass (h)(1), (h)(2),
15 (h)(3) and/or (h)(4):

16 (h)(1) all employees classified by Defendants as non-exempt from overtime who
17 worked as Package Handlers and Loaders for Defendants in California whose employment was
18 terminated at any time from September 24, 2013 to the present and who were paid their final pay with
19 a debit card;

20 (h)(2) all employees classified by Defendants as non-exempt from overtime who
21 worked as Package Handlers and Loaders for Defendants in California whose employment was
22 terminated at any time from September 24, 2013 to the present and who were given their final pay
23 beyond 72 hours from the end of their employment, at any time between September 18, 2009 to the
24 present;

25 (h)(3) all employees classified by Defendants as non-exempt from overtime who
26 worked as Package Handlers and Loaders for Defendants in California whose employment was
27 terminated at any time from September 24, 2013 to the present and who were suspended from work
28 without pay prior to being terminated;

1 (h)(4) all employees classified by Defendants as non-exempt from overtime who
 2 worked as Package Handlers and Loaders for Defendants in California whose employment was
 3 terminated while on Defendants property at any time from September 24, 2013 to the present;

4 (i) all current and former Package Handler and Loader employees classified by
 5 Defendants as non-exempt from overtime who worked in California who received itemized wage
 6 statements showing Defendant as their employer, at any time from September 24, 2103 to the present.

7 20. Numerosity: The members of the Class and each Subclass exceed 100 persons
 8 and are so numerous that joinder of all members would be impractical, if not impossible. The identity
 9 of the members of the Class is readily ascertainable by review of Defendants' records, including
 10 payroll records. Plaintiff is informed and believes and based thereon alleges that: (a) Class Members
 11 had vacation wages forfeited; (b) Class Members were not provided legally-mandated meal and rest
 12 breaks and were not paid the corresponding premium pay; (c) Class Members were not reimbursed for
 13 all work-related expenses, namely, mileage; (d) Class Members were not paid all minimum wages
 14 owed; (e) Class Members were not paid all overtime wages at the correct rate of pay; (f) Class
 15 Members were not provided accurate itemized wage statements pursuant to California Labor Code §
 16 226; (g) Class Members were not paid their final wages in a timely fashion and not paid all wages
 17 earned and owed at the end of their employment and are entitled to waiting time penalties pursuant to
 18 California Labor Code § 203.

19 21. Adequacy of Representation: The named Plaintiff is fully prepared to take all
 20 necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiff's
 21 attorneys are ready, willing and able to fully and adequately represent the Class and individual
 22 Plaintiff. Plaintiff's attorneys have certified, prosecuted and settled wage-and-hour class actions in the
 23 past and currently have a number of wage-and-hour class actions pending in California courts.

24 22. Common Question of Law and Fact: There are predominant common questions
 25 of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning
 26 Defendants': (a) failure to pay all vested vacation wages, (b) failure to provide legally-mandated meal
 27 and rest breaks, (c) failure to reimburse for all work related expenses or losses, (d) failure to pay all
 28 minimum and overtime wages for off-the-clock hours worked after time clocks were turned off at

1 midnight, (e) failure to keep and provide accurate payroll records in violation of Labor Code § 226; (f)
2 Class Members were not paid their final wages in a timely fashion and not paid all wages earned and
3 owed at the end of their employment and are entitled to waiting time penalties pursuant to California
4 Labor Code § 203 and (g) engaging in unfair business practices.

5 23. Typicality: The claims of Plaintiff are typical of the claims of all members of
6 the Class. Plaintiff is a member of the Class and has suffered the alleged violations of California
7 Labor Code §§ 201-204, 226, 226.7, 227.3, 1194, the UCL, and the applicable wage order(s) issued by
8 the IWC.

9 24. The California Labor Code and Wage Order provisions upon which Plaintiff
10 bases his claims are broadly remedial in nature. These laws and labor standards serve an important
11 public interest in establishing minimum working conditions and standards in California. These laws
12 and labor standards protect the average working employee from exploitation by employers who may
13 seek to take advantage of superior economic and bargaining power in setting onerous terms and
14 conditions of employment.

15 25. The nature of this action and the format of laws available to Plaintiff and
16 members of the Class identified herein make the class action format a particularly efficient and
17 appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an
18 individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage
19 since they would be able to exploit and overwhelm the limited resources of each individual plaintiff
20 with their vastly superior financial and legal resources. Requiring each Class Member to pursue an
21 individual remedy would also discourage the assertion of lawful claims by employees who would be
22 disinclined to file an action against their former and/or current employer for real and justifiable fear of
23 retaliation and permanent damage to their careers and subsequent employment.

24 26. The prosecution of separate actions by the individual Class Members, even if
25 possible, would create a substantial risk of: (a) inconsistent or varying adjudications with respect to
26 individual Class Members against the Defendants and which would establish potentially incompatible
27 standards of conduct for the Defendants; and/or (b) adjudications with respect to individual Class
28 Members which would, as a practical matter, be dispositive of the interest of the other Class Members

1 not parties to the adjudications or which would substantially impair or impede the ability of the class
 2 members to protect their interests. Further, the claims of the individual members of the Class are not
 3 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs
 4 and expenses.

5 27. Proof of a common business practice or factual pattern, which the named
 6 Plaintiff experienced and is representative of, will establish the right of each of the members of the
 7 Class to recovery on the causes of action alleged herein

8 28. The Class is commonly entitled to a specific fund with respect to the
 9 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
 10 restitution of those funds being improperly withheld by Defendants. This action is brought for the
 11 benefit of the entire Class and will result in the creation of a common fund.

12 **FIRST CAUSE OF ACTION**

13 **Failure to Provide Meal Periods in Violation of Labor Code Section 226.7**

14 **(Against All Defendants by Plaintiff and the Class)**

15 29. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 29 as
 16 though fully set forth herein.

17 30. In accordance with the mandates of the California Labor Code and the
 18 applicable IWC Wage Order, Plaintiff and the Class had the right to take a 30-minute meal period for
 19 every five (5) hours worked.

20 31. As a pattern and practice, Defendants regularly did not provide employees with
 21 their meal periods and did not provide proper compensation for this failure.

22 32. Defendants' policy of failing to provide Plaintiff and the Class with legally-
 23 mandated meal periods is a violation of California law.

24 33. Defendants willfully failed to pay employees whom they did provide the
 25 opportunity to take meal periods the premium compensation set out in Labor Code § 226.7 and the
 26 applicable IWC Wage Order, and Plaintiff and the Class are owed wages for meal period premiums as
 27 set forth above.

28 34. Such a pattern, practice and uniform administration of corporate policy as

described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for the balance of the unpaid premium compensation pursuant to Labor Code § 226.7 and the applicable IWC Wage Order, including interest thereon.

35. Defendants willfully failed to provide meal periods and the corresponding premium compensation. Defendants' willful failure to provide meal periods and failure to pay meal period premium wage pay upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

SECOND CAUSE OF ACTION

Failure Provide and Authorize and Permit Rest Breaks in Violation of Labor Code Section

226.7

(Against All Defendants by Plaintiff and the Class)

36. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 35 as though fully set forth herein.

37. In accordance with the mandates of the California Labor Code and the applicable IWC Wage Order, Plaintiff and the Class had the right to take a 10-minute rest break for every four (4) hours worked, or major fraction thereof.

38. As a pattern and practice, Defendants regularly did not provide employees with their rest breaks and did not provide proper compensation for this failure.

39. Defendants' policy of failing to provide Plaintiff and the Class with legally-mandated rest breaks is a violation of California law.

40. Defendants willfully failed to pay employees whom they did provide the opportunity to take rest breaks the premium compensation set out in Labor Code § 226.7 and the applicable IWC Wage Order, and Plaintiff and the Class are owed wages for rest break premiums as set forth above.

41. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for the balance of the unpaid premium compensation pursuant to Labor Code

1 § 226.7 and the applicable IWC Wage Order, including interest thereon.

2 42. Defendants willfully failed to provide rest breaks and the corresponding
3 premium compensation. Defendants' willful failure to provide rest breaks and failure to pay rest break
4 premium wage pay upon separation from employment results in a continued payment of wages up to
5 thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have
6 separated from employment are entitled to compensation pursuant to Labor Code § 203.

7 **THIRD CAUSE OF ACTION**

8 **For Forfeiture of Vacation in Violation of Labor Code § 227.3**

9 **(Against All Defendants by Plaintiff and the Class)**

10 43. Plaintiff individually and on behalf of the Class re-alleges and incorporates by
11 reference paragraphs 1 through 42 as though fully set forth herein.

12 44. This cause of action is brought pursuant to Labor Code § 227.3 which prohibits
13 employers from forfeiting the vested vacation wages of their employees (including but not limited to
14 floating holidays, personal days, flexible days, paid time off, PTO, and other paid time off).

15 45. As a matter of uniform corporate policy, procedure and practice Defendants
16 violated Labor Code § 227.3 by compelling or coercing Plaintiff and members of the Class to forfeit
17 vested vacation wages of Plaintiff and the Class (including but not limited to floating holidays,
18 personal days, flexible days, paid time off, PTO, and other paid time off).

19 46. Such a pattern, practice and uniform administration of corporate policy
20 regarding illegal employee compensation as described herein is unlawful and creates an entitlement to
21 recovery by Plaintiff and the Class in a civil action for damages and wages owed and for costs and
22 attorneys' fees.

23 47. Defendants willfully failed to pay employees all vacation wages for all hours
24 worked. Defendants' willful failure to provide all vacation wages due and owing them upon
25 separation from employment results in a continued payment of wages up to thirty (30) days from the
26 time the wages were due. Therefore, Plaintiff and Class Members who have separated from
27 employment are entitled to compensation pursuant to Labor Code § 203.

28 **FOURTH CAUSE OF ACTION**

For Minimum Wages

(Against All Defendants by Plaintiff and the Class)

48. Plaintiff individually and on behalf of the Class re-alleges and incorporates by reference paragraphs 1 through 47 as though fully set for herein.

49. At all times relevant herein, Defendants were required to compensate their employees correct and proper minimum wages for all hours worked.

50. As a pattern and practice, Defendants regularly required Plaintiff and Class Members to work hours without the payment of minimum wages. More specifically, Defendants turned off time clocks at midnight and did not record employee hours worked by any other means after that time, resulting in a failure to compensate employees for off-the-clock hours worked. Thus, incorrect hours were calculated and Plaintiff and the Class were required to work these hours without the compensation of minimum wages. Additionally, as a pattern and practice, Defendants regularly required Plaintiff and Class Members to work hours, including time spent for training, meetings, shift changes, and other work under the control of Defendants without the payment of wages.

51. As a pattern and practice, Defendants regularly failed to pay Plaintiff and Class Members the proper wages for all hours worked.

52. Defendants willfully failed to pay employees minimum wages for all hours worked. Defendants' willful failure to provide minimum wages due and owing them upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

53. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of minimum wages owing, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 1194.

FIFTH CAUSE OF ACTION

For Failure to Compensate For All Overtime Hours Worked in Violation of

Labor Code § 1194

(Against All Defendants by Plaintiff and the Class)

54. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 53 as though fully set forth herein.

55. This cause of action is brought pursuant to Labor Code § 1194, which provides that employees are entitled to overtime wages and compensation for work performed, and provides a private right of action for failure to pay legal overtime compensation for overtime work performed.

56. At all times relevant herein, Defendants were required to compensate their nonexempt, hourly employees for all overtime hours worked pursuant to in violation of California Labor Code § 1194.

57. As a pattern and practice, Defendants regularly miscalculated the overtime rate of pay by failing to include all non-discretionary bonuses, incentive pay, shift differential pay and other forms of pay in Defendants overtime rate calculations for Plaintiff and members of the Class. For example, Defendants would pay overtime at 1.5 times the regular rate of pay without including all earned bonuses, shift differential pay, and other incentive pay into the regular rate first. Accordingly, Plaintiff and Class Members were not compensated at the appropriate rate of overtime pay for all hours they were subject to the control of Defendants including all time they were suffered or permitted to work.

58. As a pattern and practice, Defendants regularly failed to pay all overtime pay by splitting time worked improperly over two days and, thus, did not pay daily overtime properly.

59. As a pattern and practice, Defendants regularly failed to pay overtime and double time wages for unpaid work time. For example, Defendants turned off time clocks at midnight and did not record employee hours worked by any other means after that time, resulting in a failure to compensate employees for off-the-clock hours worked. Thus, incorrect hours were calculated and Plaintiff and the Class were required to work these hours without the compensation of any overtime wages. Additionally, as a pattern and practice, Defendants regularly required Plaintiff and Class Members to work hours, including time spent for work related travel for Defendants outside of and beyond the normal commute and time spent for training, without the payment of overtime wages.

1 **(Against All Defendants by Plaintiff and the Class)**

2 65. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 64 as
3 though fully set forth herein.

4 66. This cause of action is brought pursuant to IWC Wage Order 9-2001 § 5, which
5 provides that for each day an employee is required to report for work and does report, but is not put to
6 work or is put to work for less than half the employee's scheduled work day, the employee is entitled
7 to be paid for half the scheduled workday for no less than two (2) hours and no more than four (4) hours
8 at the employee's regular rate of pay.

9 67. As a pattern and practice, Defendants systematically required Plaintiff and Class
10 Members to show up for work without compensation for their time reporting to work or payment of at
11 least two (2) hours of pay.

12 68. Defendants willfully failed to pay employees proper compensation for all
13 overtime hours worked. Defendants' willful failure to provide overtime wages due and owing them
14 upon separation from employment results in a continued payment of wages up to thirty (30) days from
15 the time the wages were due. Therefore, Plaintiff and other members of the Class who have separated
16 from employment are entitled to compensation pursuant to Labor Code § 203.

17 69. Such a pattern, practice and uniform administration of corporate policy
18 regarding illegal employee compensation as described herein is unlawful and creates an entitlement to
19 recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of wages owing,
20 including interest thereon, penalties, reasonable attorneys' fees, and costs of suit according to the
21 mandate of California Labor Code § 218.5.

22 **SEVENTH CAUSE OF ACTION**

23 **For Violation of Labor Code § 226 Regarding Record Keeping**

24 **(Against All Defendants by Plaintiff and the Class)**

25 70. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 69 as
26 though fully set forth herein.

1 71. Defendants, as a matter of uniform policy, practice and procedure, did not
2 maintain and keep accurate records of their California non-exempt hourly employees in violation of
3 Labor Code § 226.

4 72. For example, as a matter of policy and practice, among the violations of Labor
5 Code § 226, Defendants failed to record and pay meal period and rest period premium wages when
6 owed, failed to record all time worked, including all meal period breaks and all overtime worked and
7 earned in a given workday, failed to pay all final wages at the end of employment and all wages
8 earned and owed at the end of employment, failed to pay for all time suffered and permitted to work,
9 resulting in a failure keep accurate records of the hours worked. Defendants also failed to keep
10 accurate records regarding the payment of wages, including the payment of minimum wages, overtime
11 wages, vacation wages, reporting time wages, meal and rest period premium wages, and the
12 corresponding rates of pay.

13 73. Such a pattern, practice and uniform administration of corporate policy as
14 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified
15 herein, in a civil action, for all damages and/or penalties pursuant to Labor Code § 226, including
16 interest thereon, penalties, reasonable attorneys' fees, and costs of suit according to the mandate of
17 California Labor Code § 226.

18 74. Defendants' wrongful and illegal conduct in failing to accurately record the
19 hours worked in accordance with Labor Code § 226 despite the clear legal obligation to do so, unless
20 and until enjoined and restrained by order of this court, will cause great and irreparable injury to
21 Plaintiff and all members of the Class in that the Defendants will continue to violate these California
22 laws, represented by labor statutes, unless specifically ordered to comply with same. This expectation
23 of future violations will require current and future employees to repeatedly and continuously seek
24 legal redress in order to gain compensation to which they are entitled under California law. Plaintiff
25 and the Class have no other adequate remedy at law to insure future compliance with the California
26 labor laws and wage orders alleged to have been violated herein.

27 **EIGHTH CAUSE OF ACTION**

28 **Violation of Labor Code §§ 201 – 203**

1 **(Against All Defendants by Plaintiff and the Class)**

2 75. Plaintiff individually and on behalf of the Class re-alleges and incorporates by
3 reference paragraphs 1 through 74 as though fully set for herein.

4 76. At all times relevant herein, Defendants were required to pay Plaintiff and Class
5 Members all wages owed in a timely fashion at the end of employment pursuant to California Labor
6 Code §§ 201 to 204.

7 77. As a pattern and practice, Defendants regularly failed to pay Plaintiff and Class
8 Members their final wages pursuant to Labor Code §§ 201 to 204 for all meal period wages, rest break
9 wages, minimum wages, overtime wages, reporting time wages, and vacation wages that were not paid
10 during employment as previously alleged, and accordingly owe waiting time penalties pursuant to
11 Labor Code § 203.

12 78. The conduct of Defendants and their agents and employees as described herein
13 was willfully done in violation of Plaintiff and Class Members' rights, and done by managerial
14 employees of Defendants.

15 79. Defendants' willful failure to pay all meal period, rest period, minimum wages,
16 overtime wages, and vacation wages due and owing them upon separation from employment results in
17 a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore,
18 Plaintiff and Class Members who have separated from employment are entitled to compensation
19 pursuant to Labor Code § 203.

20 **NINTH CAUSE OF ACTION**

21 **For Violations of Business and Professions Code § 17200, *et seq.***

22 **(Against All Defendants by Plaintiff and the Class)**

23 80. Plaintiff individually and on behalf of the Class re-alleges and incorporates by
24 reference paragraphs 1 through 79 as though fully set for herein.

25 81. Defendants, and each of them, have engaged and continue to engage in unfair
26 business practices in California by practicing, employing and utilizing the employment practices
27 outlined above, inclusive, to wit, by their: (a) forfeiture of vested vacation wages; (b) failure to pay all
28

1 reporting time wages owed; (c) failure to pay all meal and rest period wages owed, and (d) failure to
2 pay all minimum wages and overtime wages earned.

3 82. Further, as a pattern and practice, Defendants failed to reimburse employees for
4 all work related travel mileage expenses and losses.

5 83. Defendants' utilization of such unfair business practices constitutes unfair
6 competition and provides an unfair advantage over Defendants' competitors.

7 84. Plaintiff seeks, on his own behalf, on behalf of other members of the Class
8 similarly situated, and on behalf of the general public, full restitution of monies, as necessary and
9 according to proof, to restore any and all monies withheld, acquired and/or converted by the
10 Defendants by means of the unfair practices complained of herein.

11 85. Plaintiff seeks, on his own behalf, on behalf of other members of the Class
12 similarly situated, and on behalf of the general public.
13 The restitution includes the equivalent of: (a) all unpaid minimum and overtime wages for hours
14 worked; (b) all unpaid vested vacation wages; (c) all unpaid meal and rest break wages owed, and (d)
15 all unpaid reporting time wages owed.

16 86. The acts complained of herein occurred within the last four years preceding the
17 first filing of the complaint in this action.

18 87. Plaintiff is informed and believes and on that basis alleges that at all times
19 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as
20 proscribed by California Business and Professions Code § 17200, *et seq.*, including those set forth
21 herein above thereby depriving Plaintiff and other members of the general public the minimum
22 working condition standards and conditions due to them under the California laws and Industrial
23 Welfare Commission wage orders as specifically described therein.

24 PRAYER FOR RELIEF

25 WHEREFORE, Plaintiff on his own behalf and on the behalf of the members of the
26 Class and the general public prays for judgment as follows:

- 27 1. For an order certifying the proposed Classes and Subclasses;
- 28

2. For an order appointing Plaintiff as the representative of the Classes and Subclasses;
3. For an order appointing Counsel for Plaintiff as class counsel;
4. Upon the First Cause of Action, for all meal period wages owed, and for waiting time wages according to proof pursuant to California Labor Code §203 and for costs;
5. Upon the Second Cause of Action, for all rest break wages owed, and for waiting time wages according to proof pursuant to California Labor Code §203 and for costs;
6. Upon the Third Cause of Action, for all vested vacation wages pursuant to Labor Code § 227.3 and for costs and attorneys' fees and Labor Code § 203 waiting time wages;
7. Upon the Fourth Cause of Action, for consequential damages according to proof, and for waiting time wages according to proof pursuant to California Labor Code § 203;
8. Upon the Fifth Cause of Action, for all minimum wages owed, liquidated damages and for waiting time penalties according to proof pursuant to California Labor Code § 203;
9. Upon the Fifth Cause of Action, for all overtime wages owed, and for waiting time wages according to proof pursuant to California Labor Code § 203;
10. Upon the Sixth Cause of Action, for reporting time wages owed, and for waiting time wages according to proof pursuant to Labor Code § 203;
11. Upon the Seventh Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fee, and for an order to show cause why Defendants should not be enjoined and ordered to comply with the requirements of Labor Code § 226 for Defendants' employees related to same, and for an order enjoining and restraining Defendants and their agents, servants and employees related thereto;

12. Upon the Eighth Cause of Action, for waiting time penalties according to proof pursuant to California Labor Code § 203;
13. Upon the Ninth Cause of Action, for restitution to Plaintiff and other similarly effected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be violative of the mandate established by the UCL, and for an injunction to prohibit Defendants to engage in the unfair business practices complained of herein, and for an injunction requiring Defendants to give notice to persons to whom restitution is owing of the means by which to file for restitution;
14. For reasonable attorneys' fees, expenses and costs as provided by California Labor Code § 218.5, 226, 227.3, 1194 and Code of Civil Procedure § 1021.5; and,
15. For such other and further relief the court may deem just and proper.

DATED: September 24, 2013

LAW OFFICES OF PETER M. HART

By: 

Travis Hodgkins
Attorneys for Plaintiff Aaron Rangel

DEMAND FOR JURY TRIAL

Plaintiff, for himself and the Class, hereby demands a jury trial as provided by California law.

Dated: September 24, 2013

LAW OFFICES OF PETER M. HART

By: 

Travis Hodgkins

Attorneys for Plaintiff Aaron Rangel

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

FEDEX GROUND PACKAGE SYSTEM, INC., a Delaware Corporation, and DOES 1 through 100, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

AARON RANGEL, as an individual and on behalf of others similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

09/24/2013 at 01:00:23 PM

Clerk of the Superior Court
By Margaret M Demaria, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Civil Complex Center
751 West Santa Ana Blvd.
Santa Ana, CA 92701

CASE NUMBER:
(Número del Caso): 30-2013-00678062-CU-OE-CXC

HON. GAIL A. ANDLER

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Peter M. Hart, 12121 Wilshire Blvd, Suite 205, Los Angeles, CA 90025, 310-207-0109

DATE: 09/24/2013
(Fecha)

ALAN CARLSON, Clerk of the Court

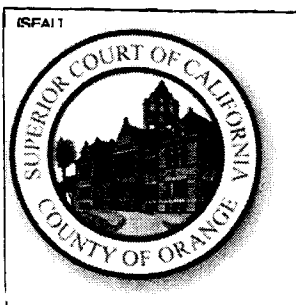
Clerk, by
(Secretario)

Margaret De Maria

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

Margaret M Demaria



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Peter M. Hart (SBN 198691) LAW OFFICES OF PETER M. HART 12121 Wilshire Blvd., Suite 205 Los Angeles, CA 90025 TELEPHONE NO.: (310) 207-0109 FAX NO.: (509) 561-6441 ATTORNEY FOR (Name): PLAINTIFF Aaron Rangel	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of Orange 09/24/2013 at 01:00:23 PM Clerk of the Superior Court By Margaret M Demaria, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 751 West Santa Ana Blvd. MAILING ADDRESS: 751 West Santa Ana Blvd. CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Civil Complex West	
CASE NAME: RANGEL v. FEDEX GROUND PACKAGE SYSTEM, INC., ET AL.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
	3D-2013-00678062-CU-OE-CXC JUDGE: DEPT: HON GAIL A. ANDLER

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input checked="" type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **9**
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 24, 2013

Peter M. Hart

(TYPE OR PRINT NAME)

SIGNATURE OF PARTY OR ATTORNEY FOR PARTY

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller
Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/
Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

Exhibit “B”

Exhibit “B”

1 Klatte, Budensiek & Young-Agriesti, LLP
Ernest W. "Will" Klatte, III (State Bar No. 115914)
2 ewklatte@kbylaw.com
Summer Young-Agriesti (State Bar No. 232883)
3 syoung@kbylaw.com
Selwyn Chu (State Bar No. 285568)
4 schu@kbylaw.com
20341 SW Birch, Suite 200
5 Newport Beach, California 92660-1514
Telephone: 949-221-8700
6 Facsimile: 949-222-1044

7 Attorneys for Defendant
FedEx Ground Package System, Inc.

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

11 AARON RANGEL, as an individual and on
12 behalf of others similarly situated,

13 Plaintiff,

14 vs.

15 FEDEX GROUND PACKAGE SYSTEM,
INC., a Delaware Corporation, and DOES 1
16 through 100, inclusive,

17 Defendants.

CASE No.: 30-2013-00678062-CU-OE-CXC

ASSIGNED TO THE HONORABLE GAIL A. ANDLER
DEPT. CX101

**DEFENDANT FEDEX GROUND
PACKAGE SYSTEM, INC.'S ANSWER TO
COMPLAINT**

Date Action Filed: September 24, 2013
Trial Date: None Set

18
19 Defendant FedEx Ground Package System, Inc., for itself alone and no others, answers the
20 unverified Complaint ("the Complaint") filed by Plaintiff Aaron Rangel, ("Plaintiff") as follows:

21 **GENERAL DENIAL**

22 Pursuant to Code of Civil Procedure section 431.30, Defendant denies, generally and
23 specifically, each and every allegation of the Complaint. Without limiting the generality of the
24 foregoing, Defendant further denies that Plaintiff has been damaged in any amount, or at all, by
25 reason of any act, omission or conduct on the part of Defendant, or on the part of any of
26 Defendant's agents, representatives and/or employees.

27 ///

28 ///

1 **AFFIRMATIVE DEFENSES**

2 For its separate and independent affirmative defenses in this action, and without conceding
3 that it bears the burden of proof or persuasion as to any such defenses, Defendant alleges as
4 follows:

5 **FIRST AFFIRMATIVE DEFENSE**

6 **(Failure to State a Cause of Action)**

7 The Complaint, and each and every purported cause of action alleged therein, fails to state
8 facts sufficient to constitute a cause of action against Defendant.

9 **SECOND AFFIRMATIVE DEFENSE**

10 **(Waiver/Estoppel)**

11 Plaintiff and the putative class members have waived, relinquished and/or abandoned, and
12 are equitably estopped to assert, any cause of action with respect to the matters which are the
13 subject of the Complaint, by reason of Plaintiffs' own actions and/or omissions, and course of
14 conduct.

15 **THIRD AFFIRMATIVE DEFENSE**

16 **(Unclean Hands)**

17 The Complaint, and each and every purported cause of action alleged therein, is barred in
18 whole or in part, by the doctrine of unclean hands.

19 **FOURTH AFFIRMATIVE DEFENSE**

20 **(Good Faith Dispute)**

21 Assuming Plaintiff and the putative class members were owed wages at the time of
22 termination (which Defendant denies), there existed a good-faith dispute regarding the amount of
23 wages owed to them.

24 **FIFTH AFFIRMATIVE DEFENSE**

25 **(No Permission to Work)**

26 Assuming Plaintiff and the putative class members worked hours for which they were not
27 paid (which Defendant denies), they were neither permitted nor required to work said hours.

28 ///

SIXTH AFFIRMATIVE DEFENSE**(Waiver of Meal Period)**

Plaintiff and the putative class members have executed a waiver, regarding Defendant's obligation to provide off-duty meal periods, that is valid and enforceable.

SEVENTH AFFIRMATIVE DEFENSE**(Statute of Limitations)**

The Complaint, and Plaintiff and the putative class's right to recover damages thereunder, is barred, in whole or in part, by all applicable statutes of limitations, including, but not limited to, California Labor Code §203, Code of Civil Procedure sections 337, 338(a), 339, 340(a) and (b), and 343, and Business and Professions Code section 17208, as well as all relevant provisions of the Code of Civil Procedure, Civil Code, and the Labor Code, to the extent Plaintiff and the putative class's claims are premised upon acts or omissions outside any applicable limitations periods.

EIGHTH AFFIRMATIVE DEFENSE**(Failure to Mitigate)**

Plaintiff and the putative class members have failed, refused, and/or neglected to mitigate or avoid the damages complained of in the Complaint, if any.

NINTH AFFIRMATIVE DEFENSE**(Laches)**

Defendant alleges that the Complaint and each and every alleged cause of action therein, is barred, in whole or in part, by the equitable doctrine of laches.

TENTH AFFIRMATIVE DEFENSE**(Consent)**

Defendant alleges that the Complaint, and each and every alleged cause of action therein is barred, in whole or in part, because Plaintiff and the putative class members consented to the conduct about which they now complain.

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///

ELEVENTH AFFIRMATIVE DEFENSE**(Restitutionary Relief Unavailable)**

Defendant alleges that Plaintiff and the putative class members have not suffered any losses and Defendant has not been unjustly enriched as a result of any action or inaction by Defendants or its agents. Plaintiff is therefore not entitled to any disgorgement or restitution.

TWELFTH AFFIRMATIVE DEFENSE**(No Wages Due)**

Defendant alleges that Plaintiff and the putative class members have been paid and/or received all wages due to them by virtue of their employment.

THIRTEENTH AFFIRMATIVE DEFENSE**(Lawful Business Conduct)**

Defendant alleges that Plaintiff and the putative class members were treated fairly and in good faith, and that all actions taken with regard to them were taken for lawful business reasons and in good faith.

FOURTEENTH AFFIRMATIVE DEFENSE**(Avoidable Consequences)**

Defendant alleges that each purported cause of action in the Complaint, or some of the causes of action, are barred, or recovery should be reduced, pursuant to the doctrine of avoidable consequences.

FIFTEENTH AFFIRMATIVE DEFENSE**(Exhaustion)**

Defendant alleges that the Complaint and each cause of action set forth therein are barred, in whole or in part, because Plaintiff and the putative class members failed to timely and completely exhaust the requisite administrative, statutory, and/or contractual remedies available to him prior to commencing this action.

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///

///

1 **SIXTEENTH AFFIRMATIVE DEFENSE**

2 **(Standing)**

3 Defendant alleges that the Plaintiff and the putative class lack standing to assert one or
4 more of the causes of action alleged in the Complaint.

5 **SEVENTEENTH AFFIRMATIVE DEFENSE**

6 **(Right to Trial by Jury)**

7 Defendant alleges that the adjudication of the claims of the putative class through
8 generalized class-wide proof violates Defendant's right to trial by jury guaranteed by the United
9 States and California Constitutions.

10 **EIGHTEENTH AFFIRMATIVE DEFENSE**

11 **(Due Process)**

12 Defendant alleges that, to the extent Plaintiff claims penalties, such claims must comport
13 with the due process protections guaranteed by the United States and California Constitutions.

14 **NINETEENTH AFFIRMATIVE DEFENSE**

15 **(Claim and Issue Preclusion)**

16 All claims are barred, in whole or in part, by the judgment in the prior action by res
17 judicata, claim preclusion, issue preclusion and/or collateral estoppel.

18 **TWENTIETH AFFIRMATIVE DEFENSE**

19 **(Acting in Conformity with the Labor Code)**

20 Defendant had a reasonable basis to believe that it was acting in conformity with the Labor
21 Code and Business and Professions Code.

22 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

23 **(Actions were Not Willful or Intentional)**

24 Defendant alleges that its actions were neither willful nor intentional such that any award
25 of penalties, fees or punitive damages would not be justified.

26 ///

27 ///

28 ///

TWENTY-SECOND AFFIRMATIVE DEFENSE**(Plaintiff Is Not An Adequate Class Representative)**

To the extent that Plaintiff is not an adequate representative of the interests of the class he purports to represent, the Complaint's class action allegations are barred.

TWENTY-THIRD AFFIRMATIVE DEFENSE**(Plaintiff's Counsel's Inadequate Representation)**

To the extent that Plaintiff's counsel cannot adequately and effectively represent the interests of the putative class identified in the Complaint, the Complaint's class action allegations are barred.

TWENTY-FOURTH AFFIRMATIVE DEFENSE**(Individual Issues Predominate)**

Plaintiff's class action allegations are barred to the extent that individual issues of law and fact predominate over common issues.

TWENTY-FIFTH AFFIRMATIVE DEFENSE**(Meal & Rest Breaks Were Provided)**

The Complaint, including specifically the first and second purported causes of action therein, is barred, to the extent that meal and rest breaks were, and are, provided to Plaintiff and the putative class members Plaintiff seeks to represent.

TWENTY-SIXTH AFFIRMATIVE DEFENSE**(Offset)**

Defendant denies that it unlawfully failed to pay any wages due to, or otherwise acted improperly with respect to, Plaintiff or any member of the putative class. However, any entitlement that Plaintiff or any putative class member may have to allegedly unpaid wages, premium pay, or penalties is subject to an offset for payments Plaintiff or the putative class members received as settlement for any prior claims against Defendant.

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///

///

1 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

2 **(Waiver or Release)**

3 Defendant denies that it unlawfully failed to pay any wages due to, or otherwise acted
4 improperly with respect to, Plaintiff or any member of the putative class. However, any
5 entitlement that Plaintiff or any putative class member may have to allegedly unpaid wages,
6 premium pay, or penalties is barred to the extent that Plaintiff or the putative class members have
7 waived and/or released any claim.

8 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

9 **(No Liability For Payments That Are Not Working Time)**

10 Plaintiff's Complaint, and each purported cause of action set forth therein, is barred to the
11 extent that the hours for which Plaintiff and any putative class members claim compensation are
12 not working time under California law, including the applicable California Industrial Welfare
13 Commission Wage Order.

14 **TWENTY-NINTH AFFIRMATIVE DEFENSE**

15 **(Failure To Disclose)**

16 Any entitlement that Plaintiff or any individual putative class member may otherwise have
17 had to receive compensation for allegedly unpaid wages or premiums, is barred to the extent that
18 Plaintiff or any individual putative class member prevented Defendant from obtaining knowledge
19 of hours worked or meal/rest periods that were not taken.

20 **THIRTIETH AFFIRMATIVE DEFENSE**

21 **(Additional Affirmative Defenses)**

22 Defendant presently has insufficient knowledge or information on which to form a belief
23 as to whether it may have additional, yet unstated, affirmative defenses. Defendant reserves the
24 right to assert additional affirmative defenses in the event discovery or further investigation
25 indicates that asserting additional affirmative defenses would be warranted. Defendant also
26 specifically reserves the right to assert any of the foregoing affirmative defenses against each and
27 every individual putative class member.

28 ///


PRAYER FOR RELIEF

WHEREFORE, Defendant prays for judgment as follows:

1. That Plaintiff take nothing by reason of his Complaint;
2. That Plaintiff's Complaint be dismissed in its entirety with prejudice;
3. That Defendant be awarded its attorneys' fees (Gov. Code § 12965);
4. That Defendant be awarded its costs of suit; and
5. That Defendant be awarded such other and further relief as the Court deems just and proper.

Dated: October 31, 2013

Klatte, Budensiek & Young-Agriesti, LLP

By: 
Ernest W. "Will" Klatte, III
Attorneys for Defendant
FedEx Ground Package System, Inc.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is Klatte, Budensiek & Young-Agriesti, LLP 20341 SW Birch Street, Suite 200, Newport Beach, California 92660-1514

On October 31, 2013, I served the following described as

**DEFENDANT FEDEX GROUND PACKAGE SYSTEM, INC.'S
ANSWER TO COMPLAINT**

on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Peter M. Hart, Esq.
Travis Hodgkins, Esq.
Law Offices of Peter M. Hart
12121 Wilshire Blvd., Ste. 205
Los Angeles, CA 90025

Attorneys for Plaintiff,
Aaron Rangel

TEL: (310) 478-5789
FAX: (509) 561-6441

Kenneth H. Yoon, Esq.
Stephanie E. Yasuda, Esq.
Law Offices of Kenneth H. Yoon
One Wilshire Blvd., Ste. 2200
Los Angeles, CA 90017-3383

Co-Counsel for Plaintiff,
Aaron Rangel

TEL: (213) 612-0988
FAX: (213) 947-1211

☒ **(BY U.S. MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Newport Beach, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **(BY PERSONAL DELIVERY)** I caused such envelope to be delivered by hand to the offices of the addressee.

☐ **(E-MAIL)** I transmitted a true copy of the foregoing document(s) to the email address(es) set forth as stated above.

☐ **(BY FEDEX)** I caused such envelope to be delivered by FedEx to the offices of the addressees.

1 [✓] (STATE) I declare under penalty of perjury under the laws of the State of California that
the foregoing is true and correct.

2 EXECUTED on October 31, 2013, at Newport Beach, California.

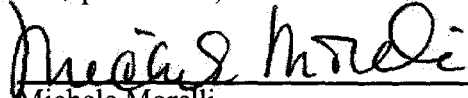
3 
4 _____
Michele Morelli

Exhibit “C”

Exhibit “C”

SUPERIOR COURT OF CALIFORNIA**ORANGE****751 W. Santa Ana Blvd****Santa Ana , CA 92701****(657) 622-5300****www.occourts.org****NOTICE OF CASE ASSIGNMENT**Case Number: **30-2013-00678062-CU-OE-CXC**

Your case has been assigned for all purposes to the judicial officer indicated below. A copy of this information must be provided with the complaint or petition, and with any cross-complaint that names a new party to the underlying action.

ASSIGNED JUDGE	COURT LOCATION	DEPARTMENT/ROOM	PHONE
Hon. Gail A. Andler	Civil Complex Center	CX101	(657) 622-5300
Hearing:	Date:	Time:	
JUDGE	COURT LOCATION	DEPARTMENT/ROOM	PHONE
Hon.			

[x] ADR Information attached.

SCHEDULING INFORMATION**Judicial Scheduling Calendar Information**

Individual courtroom information and the items listed below may be found at: www.occourts.org.

Case Information, Court Local Rules, filing fees, forms, Civil Department Calendar Scheduling Chart, Department phone numbers, Complex Civil E-filing, and Road Map to Civil Filings and Hearings.

Ex Parte Matters

Rules for Ex Parte Applications can be found in the California Rules of Court, rules 3.1200 through 3.1207 at: www.courtinfo.ca.gov. Trials that are in progress have priority; therefore, you may be required to wait for your ex parte hearing.

Noticed Motions

- * The following local Orange County Superior Court rules are listed for your convenience:
 - Rule 307 - Telephonic Appearance Litigants - Call CourtCall, LLC at (310) 914-7884 or (888) 88-COURT.
 - Rule 380 - Fax Filing, Rule 450 - Trial Pre-Conference (Unlimited Civil)
- * All Complex Litigation cases are subject to mandatory Electronic Filing, unless excused by the Court.
- * Request to Enter Default and Judgment are strongly encouraged to be filed as a single packet.

Other Information

Hearing dates and times can be found on the Civil Department Calendar Scheduling Chart.

All fees and papers must be filed in the Clerk's Office of the Court Location address listed above.

Date: 09/27/2013

Margaret M Demaria, Deputy Clerk

NOTICE OF CASE ASSIGNMENT**Exhibit C Page 47**

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 10/21/2013 TIME: 09:36:00 AM DEPT: CX101
JUDICIAL OFFICER PRESIDING: Gail A. Andler
CLERK: Mary White
REPORTER/ERM: None
BAILIFF/COURT ATTENDANT:

CASE NO: **30-2013-00678062-CU-OE-CXC** CASE INIT.DATE: 09/24/2013
CASE TITLE: **Rangel vs. FedEx Ground Package System, Inc.**
CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 71826751

EVENT TYPE: Chambers Work

APPEARANCES

There are no appearances by any party.

Each party who has not paid the Complex fee of \$ 1000 as required by Government Code section 70616 shall pay the fee to the Clerk of the Court within 10 calendar days from date of this minute order. Failure to pay required fees may result in the dismissal of complaint/cross-complaint or the striking of responsive pleadings and entry of default.

The Court finds that this case is exempt from the case disposition time goals imposed by California Rule of Court, rule 3.714 due to exceptional circumstances and estimates that the maximum time required to dispose of this case will exceed twenty-four months due to the following case evaluation factors of California Rules of Court, rules 3.715 and 3.400: Case is Complex.

The Case Management Conference is scheduled for 12/04/2013 at 09:00 AM in Department CX101.

Plaintiff shall, at least 5 court days before the hearing, file with the Court and serve on all parties of record or known to Plaintiff a brief, objective summary of the case, its procedural status, the contentions of the parties and any special considerations of which the Court should be aware. Other parties who think it necessary may also submit similar summaries three court days prior to the hearing. DO NOT use the Case Management Statement form used for non-complex cases (Judicial Council Form CM-110).

This case is subject to mandatory electronic filing pursuant to Superior Court Rules, County of Orange, Rule 352. Plaintiff shall give notice of the Status Conference and the electronic filing requirement to all parties of record or known to plaintiff, and shall attach a copy of this minute order.

Clerk to give notice to plaintiff and plaintiff to give notice to all other parties.

CASE TITLE: Rangel vs. FedEx Ground Package
System, Inc.

CASE NO: **30-2013-00678062-CU-OE-CXC**

CLERK'S CERTIFICATE OF MAILING: I certify I am not a party to this cause, over age 18, and a copy of this document was mailed *first class postage, prepaid* in a sealed envelope addressed as shown, on 21-OCT-2013, at Santa Ana, California. ALAN CARLSON /EXECUTIVE OFFICER & CLERK OF THE SUPERIOR COURT, BY: M.WHITE deputy.

PETER M HART
TRAVIS HODKINS
LAW OFFICES OF PETER M HART
12121 WILSHIRE BLVD, STE 205
LOS ANGELES, CA 90025

KENNETH H YOON
STEPHANIE YASUDA
LAW OFFICES OF KENNETH H YOON
ONE WILSHIE BLVD, STE 2200
LOS ANGELES, CA 90017-3383

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is Klatte, Budensiek & Young-Agriesti, LLP 20341 SW Birch Street, Suite 200, Newport Beach, California 92660-1514.

On October 31, 2013, I served the following described as:

NOTICE OF REMOVAL OF ACTION (CLASS ACTION)

on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Peter M. Hart, Esq.
Travis Hodgkins, Esq.
Law Offices of Peter M. Hart
12121 Wilshire Blvd., Ste. 205
Los Angeles, CA 90025

Attorneys for Plaintiff,
Aaron Rangel

TEL: (310) 478-5789
FAX: (509) 561-6441

Kenneth H. Yoon, Esq.
Stephanie E. Yasuda, Esq.
Law Offices of Kenneth H. Yoon
One Wilshire Blvd., Ste. 2200
Los Angeles, CA 90017-3383

Co-Counsel for Plaintiff,
Aaron Rangel

TEL: (213) 612-0988
FAX: (213) 947-1211

[✓] **(BY U.S. MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Newport Beach, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

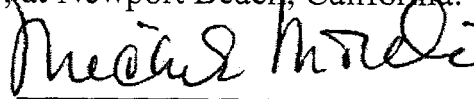
1 ☐ **(BY PERSONAL DELIVERY)** I caused such envelope to be delivered by
hand to the offices of the addressee.

2 ☐ **(E-MAIL)** I transmitted a true copy of the foregoing document(s) to the email
3 address(es) set forth as stated above.

4 ☐ **(BY FEDEX)** I caused such envelope to be delivered by FedEx to the offices
5 of the addressees.

6 I declare under penalty of perjury that I am employed in the office of a
7 member of the bar of this court at whose direction the service was made and that the
8 foregoing is true and correct.

9 Executed on **October 31, 2013**, at Newport Beach, California.

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11 Michele Morelli
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge David O. Carter and the assigned Magistrate Judge is Jay C. Gandhi.

The case number on all documents filed with the Court should read as follows:

SACV13-01718 DOC (JCGx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

October 31, 2013

Date

By M. Barr
Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☐

Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012

☒

Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

☐

Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I. (a) PLAINTIFFS (Check box if you are representing yourself ☐)
AARON RANGEL, as an individual and on behalf of others
similarly situated,

DEFENDANTS (Check box if you are representing yourself ☐)
FEDEX GROUND PACKAGE SYSTEM, INC., a Delaware
Corporation, and DOES 1 through 100, inclusive,

(b) Attorneys (Firm Name, Address and Telephone Number. If you
are representing yourself, provide same information.)
Peter M. Hart, Esq./Travis Hodgkins, Esq. ***Co-Counsel
Law Offices of Peter M. Hart
12121 Wilshire Blvd., Ste. 205
Los Angeles, CA 90025
TEL: (310) 478-5789; FAX: (509) 561-6441

(b) Attorneys (Firm Name, Address and Telephone Number. If you
are representing yourself, provide same information.)
Ernest W. Klatte, III/Summer Young-Agriesti
KLATTE, BUDENSIEK & YOUNG-AGRIESTI, LLP
20341 SW Birch, Suite 200
Newport Beach, California 92660
TEL: 949-221-8700; FAX: 949-222-1044

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1. U.S. Government Plaintiff ☐ 3. Federal Question (U.S. Government Not a Party)
- ☐ 2. U.S. Government Defendant ☒ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

- | | | | | | |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☐ 1. Original Proceeding ☒ 2. Removed from State Court ☐ 3. Remanded from Appellate Court ☐ 4. Reinstated or Reopened ☐ 5. Transferred from Another District (Specify) ☐ 6. Multi-District Litigation

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: ☒ Yes ☐ No

☐ **MONEY DEMANDED IN COMPLAINT:** \$

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
28 U.S.C. §1332 (diversity)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL PROPERTY	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	TORTS PERSONAL PROPERTY	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	BANKRUPTCY	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	FEDERAL TAX SUITS
<input checked="" type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	CIVIL RIGHTS	FORFEITURE/PENALTY	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 690 Other	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	LABOR	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 740 Railway Labor Act	
		<input type="checkbox"/> 369 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 751 Family and Medical Leave Act	
				<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

SACV13-01718 DOC (JCGx)

CIVIL COVER SHEET

VIM. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input checked="" type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action? <input type="checkbox"/> Yes <input type="checkbox"/> No If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	A PLAINTIFF? Then check the box below for the county in which the majority of DEFENDANTS reside.	A DEFENDANT? Then check the box below for the county in which the majority of PLAINTIFFS reside.	
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
	<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western

Question C: Location of plaintiffs, defendants, and claims?	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies:

- ☐ 2 or more answers in Column C
☐ only 1 answer in Column C and no answers in Column D

Your case will initially be assigned to the SOUTHERN DIVISION.
 Enter "Southern" in response to Question D, below.
 If none applies, answer question C2 to the right. →

C.2. Is either of the following true? If so, check the one that applies:

- ☐ 2 or more answers in Column D
☐ only 1 answer in Column D and no answers in Column C

Your case will initially be assigned to the EASTERN DIVISION.
 Enter "Eastern" in response to Question D, below.
 If none applies, go to the box below. ↓

Your case will initially be assigned to the WESTERN DIVISION.
 Enter "Western" in response to Question D below.

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	Southern



CIVIL COVER SHEET

IX(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ NO ☐ YES

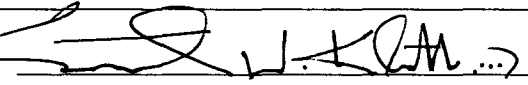
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT):

 DATE: 10/31/13

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

Kenneth H. Yoon, Esq.
Stephanie E. Yasuda, Esq.
Law Offices of Kenneth H. Yoon
One Wilshire Blvd., Ste. 2200
Los Angeles, CA 90017-3383

TEL: (213) 612-0988
FAX: (213) 947-1211

Co-Counsel for Plaintiff,
Aaron Rangel



PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

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CIVIL COVER SHEET

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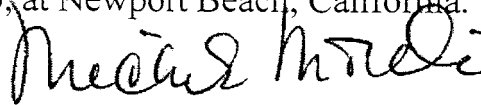
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